

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.17379 of 2018

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Bhanu Pratap Shukla, son of Sri Madhu Mandal Shukla, resident of
Sahebpara, behind Railway Quarter no. 842, P.S. Sahayak, district Katihar
... Petitioner

Versus

1. The Union Of India, through the Secretary, Railway Board, Rail Bhawan,
New Delhi
2. Divisional Railway Manager, N.F. Railway, P.S. & District Katihar
3. DEN/IV/KIR N.F. Railway, P.S. & District Katihar
4. The General Manager, Maligaon, Guwahati
5. Sr. Section Engineer/Works/West,N.F. Railway, P.S. & District Katihar
6. ADEN/II/KIR, N.F. Railway, P.S. & District Katihar
7. Sr. Divisional Electrical Engineer, N.F. Railway, P.S. & District Katihar
... Respondents

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Appearance :

For the Petitioner : Mr. Ajit Kumar Singh, Adv.
For the Respondents : Mr. Anil Kumar Sinha, Adv.

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CORAM: HONOURABLE JUSTICE SMT. NILU AGRAWAL
ORAL ORDER

2 29-08-2018 Heard learned counsel for the petitioner and the

learned counsel appearing on behalf of the Railways.

Petitioner has challenge the Office Order No.
W/214/Camp/M/S.V.A. Const/W-4, dated 20.08.2018, passed by
respondent no. 3 DEN/IV/KIR, N.F. Railway, as contained in
Annexure 1, by which the petitioner has been asked to vacate
the railway land in Sahebpara Railway Colony area, which is a
labour camp.

Petitioner was awarded contract for re-wiring of staff
quarters under jurisdiction of SSE/Elect/P/IC/KIR (Type I = 80
units, Type I (2R) = 3 units and Type II = 40 units and Type IV
= 5 units) total 128 unit staff quarters vide Agreement No.



EL/RT/34-2016/02, dated 02.05.2017. The work had to be completed on 26th September, 2017, but, was extended and during the extended period work was completed on 10.01.2018. For execution of work, labour camp was necessary to accommodate labourers and staff used in the execution of contract for which conservancy charges were charged from time to time.

Learned counsel for the petitioner submits that he is a regular contractor of the Railways and the labour camp was in existence for the last 27 years on the railway land on payment of conservancy charges, latest paid by him for the period 30.06.2017 to 25.09.2018, but, during the period conservancy charge was paid, the petitioner was asked to remove the labour camp for which the petitioner had earlier approached this Court in C.W.J.C. No. 12846 of 2018, which was disposed off on 06.07.2018 with a direction that the petitioner would file his representation which will be disposed off by the Railway Authorities. The representation has been disposed off by order, impugned, dated 28.08.2018, asking the petitioner to remove the labour camp by 31.08.2018, which has been challenged.

It has been contended by the learned counsel for the petitioner that the work having been completed on 10.01.2018,



as per the terms and conditions, the petitioner was required to maintain the said work for a period of twelve calendar months and the last date for maintenance is 10.01.2019. He submits that the Sr.DEN/C/KIR, N.F. Railway by letter, dated 02.07.2018, as contained in Annexure 9 has also affirmed that the maintenance/guarantee period for the work will expire on 10.01.2019, but, the petitioner has been asked to remove the labour camp by 31.08.2018 in pursuance to the representation, so filed by the petitioner.

Learned counsel for the Railways, on the other hand, controverts the said position stating therein that the contract was awarded to the petitioner on 02.05.2017, extended and completed on 10.01.2018. As per Clause 22 of the contract agreement, the land had to be restored to the normal condition within three months of completion of work and three months having expired on 10.04.2018, the land used by the petitioner has to be restored in original condition to the railway administration. He, further, submits that the conservancy charges is not a rent, but, is for use of temporary allotted land for use of labour camp and staff and from the period 01.09.2018 the same would be refunded.

Considering the rival submissions of the parties and



the materials on records, it is apparent that the contract was offered to the petitioner which had to be completed by 26th September, 2017, having not been completed it was completed in the extended period on 10.01.2018. The relevant conditions for maintenance after completion of twelve calendar months does not in any terms stipulate that a labour camp could be permitted after the period of completion of work. But, since conservancy charges has been taken from the petitioner for the period 30.06.2017 to 25.09.2018, the petitioner be allowed to continue till 25.09.2018. Apart from the aforesaid observation, the order, dated 20.08.2018, passed by the DEN/IV/KIR, N.F. Railway, Katihar, as contained in Annexure 1, calls for no interference.

The writ application is, accordingly, **dismissed**.

(Nilu Agrawal, J)

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